

Kennan E. Kaeder, SB#102570
1 Attorney at Law
2 501 West Broadway
3 Suite 800
4 San Diego, Ca 92101
5 619-232-6545
6 619-374-7277 Fax
kkaeder@cox.net

⁸ Attorney for Paul Feller and Cronus Equity, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Paul Feller and Cronus Equity, LLC) Case No.: 2:18-CV-3460
))
Plaintiffs,) STIPULATED PROTECTIVE
 vs.) ORDER
))
Robert Petty and Does 1 through 25) Judge: Hon. Josephine L. Stanton
inclusive,))
))
Defendants))
))
))
))
And Related Counterclaim))
))

THE PARTIES HERETO, pursuant to the discovery order of Magistrate Hon. Charles F. Fick of May 13, 2021 for discovery to be produced on June 16, 2021, Plaintiffs/Counterdefendants and Defendant/Counterclaimant, by and through their attorneys of record, hereby stipulate to the entry of this Stipulated Protective Order with the following terms and conditions:

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, and/or private information for which
4 special protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. The parties acknowledge that this
6 Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth
10 in Section 12.3 below, that this Protective Order does not entitle them to file
11 confidential information under seal.

12 **2. DEFINITIONS**

13 2.1 Action: Collectively, the above-captioned lawsuit filed in the United
14 States District Court For The Central District Of California.

15 2.2 Challenging Party: A Party or Non-Party who challenges the
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
18 how it is generated, stored, or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c)(1)(g).

20 2.4 Counsel (without qualifier): Outside Counsel of Record (as well as
21 their support staff).

22 2.5 Designating Party: A Party or Non-Party who designates information
23 or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 2.6 Disclosure or Discovery Material: All items or information,
27 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things) that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: A person with specialized knowledge or experience in a
4 matter pertinent to the litigation who: (1) has been retained by a Party or its
5 counsel to serve as an expert witness or as a consultant in this action, (2) is not a
6 past or current employee of a Party or of a Party's competitor, and (3) at the time
7 of retention is not anticipated to become an employee of a Party or of a Party's
8 competitor.

9 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

10 Information or Items: Information (regardless of how it is generated, stored, or
11 maintained) or tangible things that qualify for protection under Federal Rule of
12 Civil Procedure 26(c)(1)(g) and is extremely sensitive, highly confidential, non-
13 public information, consisting either of trade secrets or proprietary or other highly
14 confidential business, financial, regulatory, private, or strategic information
15 (including information regarding business plans, technical data, and non-public
16 designs), the disclosure of which would create a substantial risk of competitive,
17 business, or personal injury to the Producing Party.

18 2.9 Non-Party: Any natural person, partnership, corporation, association,
19 or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: Attorneys who are not employees of a
21 party to this action but are retained to represent or advise a party to this action and
22 have appeared in this action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party.

24 2.11 Party: Any party to this action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.12 Producing Party: A Party or Non-Party who produces Disclosure or
28 Discovery Material in this action.

1 2.13 Professional Vendors: Persons or entities who provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: Any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.15 Receiving Party: A Party who receives Disclosure or Discovery
9 Material from a Producing Party.

10 2.16 Law Enforcement Agency: Any agency authorized by law that is
11 responsible for the prevention, detection, or investigation of any violation of
12 criminal law, or authorized by law to detain suspected offenders or supervise
13 convicted offenders.

14 **3. SCOPE**

15 The protections conferred by this Protective Order cover not only Protected
16 Material (as defined above), but also: (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of
18 Protected Material; and (3) any testimony, conversations, or presentations by
19 Parties or their Counsel that might reveal Protected Material. However, the
20 protections conferred by this Order do not cover the following information: (a) any
21 information that is in the public domain at the time of disclosure to a Receiving
22 Party or becomes part of the public domain after its disclosure to a Receiving Party
23 as a result of publication not involving a violation of this Order, including
24 becoming part of the public record through trial or otherwise; (b) any information
25 lawfully known to the Receiving Party prior to the disclosure and under no
26 obligation of confidentiality; and (c) any information obtained by the Receiving
27 Party after the disclosure from a source who obtained the information lawfully and
28

1 under no obligation of confidentiality. Any use of Protected Material at trial shall
2 be governed by a separate agreement or order.

3

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a court order otherwise directs. Final disposition shall be
8 deemed to be the later of: (1) dismissal of all claims and defenses in this action,
9 with or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
11 including the time limits for filing any motions or applications for extension of
12 time pursuant to applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

15 Each Party or Non-Party who designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. To the extent it is practical to do so, the
18 Designating Party must designate for protection only those parts of material,
19 documents, items, or oral or written communications that qualify, so that other
20 portions of the material, documents, items, or communications for which
21 protection is not warranted are not swept unjustifiably within the ambit of this
22 Order. Mass, indiscriminate, or routinized designations are prohibited.

23 If it comes to a Designating Party's attention that information or items that it
24 designated for protection do not qualify for protection at all or do not qualify for
25 the level of protection initially asserted, that Designating Party must promptly
26 notify all other parties that it is withdrawing the mistaken designation.

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
28 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) For information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial or trial
7 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
9 contains protected material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify the
11 protected portion(s) (e.g., by making appropriate markings in the margins) and
12 must specify, for each portion, the level of protection being asserted.

13 A Party or Non-Party who makes original documents or materials available
14 for inspection need not designate them for protection until after the inspecting
15 Party has indicated which material it would like copied and produced. During the
16 inspection and before the designation, all of the material made available for
17 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.” After the inspecting Party has identified the documents it wants copied
19 and produced, the Producing Party must determine which documents, or portions
20 thereof, qualify for protection under this Order. Then, before producing the
21 specified documents, the Producing Party must affix the appropriate legend
22 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY”) to each page that contains Protected Material. If only a portion or
24 portions of the material on a page qualifies for protection, the Producing Party also
25 must clearly identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins) and must specify, for each portion, the level of protection
27 being asserted.

28 (b) For testimony given in deposition or in other pretrial or trial
proceedings, that the Designating Party identify all protected testimony and specify

1 the level of protection being asserted in either of the following manners: (i) on the
2 record, before the close of the deposition, hearing, or other proceeding; or (ii) up to
3 21 days after the transcript of such deposition or proceeding is received. Only
4 those portions of the testimony or other proceeding that are appropriately
5 designated for protection as set forth above shall be covered by the provisions of
6 this Protective Order. Where deemed appropriate in good faith, a Designating
7 Party may specify, at the deposition or up to 21 days afterwards if that period is
8 properly invoked, that the entire transcript shall be treated as "CONFIDENTIAL"
9 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

10 Parties shall give the other parties notice if they reasonably expect a
11 deposition, hearing, or other proceeding to include Protected Material so that the
12 other parties can ensure that only authorized individuals who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present at those
14 proceedings. The use of a document as an exhibit at a deposition shall not in any
15 way affect its designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
16 – ATTORNEYS' EYES ONLY."

17 Transcripts containing Protected Material shall have an obvious legend on
18 the title page that the transcript contains Protected Material, and the title page shall
19 be followed by a list of all pages (including line numbers as appropriate) that have
20 been designated as Protected Material and the level of protection being asserted by
21 the Designating Party. The Designating Party shall inform the Court reporter of
22 these requirements. Any transcript that is prepared before the expiration of a 21-
23 day period for designation shall be treated during that period as if it had been
24 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its
25 entirety unless otherwise agreed. After the expiration of that period, the transcript
26 shall be treated only as actually designated.

27 (c) For information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the
exterior of the container or containers in which the information or item is stored

1 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY.” If only a portion or portions of the information or item warrant
3 protection, the Producing Party, to the extent practicable, shall identify the
4 protected portion(s) and specify the level of protection being asserted.

5 5.3 Inadvertent Failures to Designate. If corrected within a reasonable
6 time, an inadvertent failure to designate qualified information or items does not,
7 standing alone, waive the Designating Party’s right to secure protection under this
8 Order for such material. Upon timely correction of a designation, the Receiving
9 Party must make reasonable efforts to assure that the material is treated in
10 accordance with the provisions of this Order.

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party may challenge a designation of
13 **“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
14 **ONLY”** at any time. A Party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original
16 designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process by providing written notice of each designation it is challenging
19 and describing the basis for each challenge. The parties shall attempt to resolve
20 each challenge in good faith and must begin the process by meaningfully and
21 directly conferring within 14 days of the date of service of notice or as otherwise
22 agreed by the parties in writing. In conferring, the Challenging Party must explain
23 the basis for its belief that the confidentiality designation was not proper and must
24 give the Designating Party an opportunity to review the designated material, to
25 reconsider the circumstances, and, if no change in designation is offered, to explain
26 the basis for the chosen designation. A Challenging Party may proceed to the next
27 stage of the challenge process only if it has engaged in this meet and confer
28

1 process first or establishes that the Designating Party is unwilling to participate in
2 the meet and confer process in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
4 court intervention, the Designating Party shall file and serve a motion to retain
5 confidentiality within 14 days of the parties having engaged in an unsuccessful
6 meet and confer. An unsuccessful meet and confer shall occur only after the
7 Parties engage in the process set forth in Paragraph 6.2. After the parties attempt
8 to resolve their dispute, the Challenging Party may serve written notice to the
9 Designating Party informing the Designating Party that the meet and confer efforts
10 have been unsuccessful, which will then trigger the 14 day obligation for the
11 Designating Party to seek judicial intervention. If the Designating Party does not
12 seek judicial intervention within this time period, the matter will no longer be
13 treated as Confidential.

14 Notwithstanding the preceding paragraph or any paragraph herein, the
15 burden of presentation and persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions as set forth in the Federal
19 Rules of Civil Procedure or other federal law.

20
21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that
23 is disclosed or produced by another Party or by a Non-Party in connection with this
24 case only for prosecuting, defending, or attempting to settle this litigation. Such
25 Protected Material may be disclosed only to the categories of persons and under
26 the conditions described in this Order. When the litigation has been terminated, a
27 Receiving Party must comply with the provisions of Section 13 below (FINAL
28 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this litigation;

11 (b) the officers, directors, and employees of the Designating Party or
12 Receiving Party to whom disclosure is reasonably necessary or otherwise related to
13 this litigation;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the Court and its personnel;

18 (e) employees of a Law Enforcement Agency (as defined in this
19 Order) who are investigating the conduct of any Party to this action and who have
20 issued a valid subpoena or other legal process;

21 (f) court reporters and their staff, professional jury or trial consultants,
22 and Professional Vendors to whom disclosure is reasonably necessary for this
23 litigation;

24 (g) during their depositions, and during or in preparation immediately
25 preceding testimony at trial or at another evidentiary hearing, witnesses in the
26 action to whom disclosure is reasonably necessary, and who have signed the form
27 “*Acknowledgment and Agreement to Be Bound*” (*Exhibit A*), unless otherwise
28 agreed by the Designating Party or ordered by the Court. Pages of transcribed
deposition testimony or exhibits to depositions that reveal Protected Material must

1 be separately bound by the court reporter and may not be disclosed to anyone
2 except as permitted under this Protective Order;

3 (h) witnesses, as designated on the Initial Disclosures of Witnesses
4 and Documents, in the action to whom disclosure is reasonably necessary and who
5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and

6 (i) the author or recipient of a document containing the information or
7 a custodian or other person who otherwise possessed or knew the information.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted
10 in writing by the Designating Party, a Receiving Party may disclose any
11 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES ONLY” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this litigation;

16 (b) Experts of the Receiving Party: (1) to whom disclosure is
17 reasonably
18 necessary for this litigation; (2) who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A);

20 (c) the Court and its personnel;

21 (d) employees of a Law Enforcement Agency (as defined in this
22 Order) who are investigating the conduct of any Party to this action and who have
23 issued a valid subpoena or other legal process;

24 (e) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this litigation and who
26 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

27 (f) the author or recipient of a document containing the information or
28 a custodian or other person who otherwise possessed or knew the information.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION.**

3 If a Party is served with a subpoena, other legal process, or a court order
4 issued in other litigation or by law enforcement that compels disclosure of any
5 information or items designated in this action as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or
10 order to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall
12 include a copy of this Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected. If the
15 Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” before a determination by the court from which the subpoena or order
19 issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material. Nothing in these provisions should be construed
22 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
23 directive from another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced
27 by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
 by Non-Parties in connection with this litigation is protected by the remedies and

1 relief provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery
4 request, to produce a Non-Party's confidential information in its possession, and
5 the Party is subject to an agreement with the Non-Party not to produce the Non-
6 Party's confidential information, then the Party shall:

7 1. promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 2. promptly provide the Non-Party with a copy of the
11 Protective Order in this litigation, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 3. make the information requested available for inspection
14 by the Non-Party.

15 (c) If the Non-Party fails to timely object or seek a protective order
16 from this Court after receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive
18 to the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that
20 is subject to the confidentiality agreement with the Non-Party before a
21 determination by the Court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this Court of its
23 Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Protective Order, the Receiving Party must immediately: (a) notify in
28 writing the Designating Party of the unauthorized disclosures; (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the
2 person or persons to whom unauthorized disclosures were made of all the terms of
3 this Order; and (d) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
5 A.

6 **11. REDACTION ALLOWED**

7 Any Producing Party may redact from the documents and things it
8 produced matter that the Producing Party claims is subject to attorney-client
9 privilege work product immunity, a legal prohibition against disclosure, or any
10 other privilege or immunity. The Producing Party shall mark each thing
11 where matter has been redacted with a legend stating “REDACTED,” as
12 appropriate, or a comparable notice. Where a document consists of
13 more than one page, at least each page on which information has been
14 redacted shall be so marked. The Producing Party shall preserve an unredacted
15 version of each such document.

16 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other
20 protection, the obligations of the Receiving Parties are those set forth in Federal
21 Rule of Civil Procedure 26(b)(5)(B) and clarified below.

22 The production in this action of any electronically stored information or
23 other information that is subject to a claim of privilege shall be deemed to be
24 inadvertent and to be without prejudice to any claim that such material is protected
25 by the attorney/client privilege, the work product doctrine, or any other applicable
26 privilege or ground for withholding production, and no party shall be held to have
27 waived any rights by such production.

1 Upon the discovery of a disclosure of information for which a privilege
2 and/or confidential treatment under this Protective Order is asserted, the producing
3 party shall promptly notify the party in receipt of the information in writing of the
4 disclosure, identify the document that contains such information, and immediately
5 takes steps to preclude further disclosure.

6 The party that received the information shall have fourteen (14) calendar
7 days (or some other time period reasonably agreed to by the parties in writing)
8 from receipt of notification of the inadvertent production to determine in good faith
9 whether to contest such claim and to notify the party making the claim in writing
10 of an objection to the claim of privilege and the grounds for that objection. The
11 party making the claim of privilege will then have fourteen (14) calendar days (or
12 some other time period reasonably agreed to by the parties in writing) from the
13 receipt of the objection notice to submit the specified information to the Court
14 under seal for a determination of the claim and will provide the Court with the
15 grounds for the asserted privilege or protection. In the event the party making the
16 claim fails to submit the specified information, and the grounds for the asserted
17 privilege, to the Court within the time specified herein, the Court may consider this
18 in determining whether the privilege or protection is waived.

19 Upon a determination by the Court that the specified information is
20 protected by the applicable privilege, and if the specified information has been
21 sequestered rather than returned or destroyed, the specified information shall be
22 returned, destroyed, or otherwise rendered disabled from further use or rendered
23 inaccessible. To the extent that the party making the claim insists on the return or
24 destruction of the specified information, rather than disabling the information from
25 further use or otherwise rendering it inaccessible, the party making the claim shall
26 bear the costs of the return or destruction of such information.

27 This provision is not intended to modify any procedure established in an e-
28 discovery or other order that may provide for production without prior privilege
review. Insofar as the parties reach an agreement on the effect of disclosure of a

1 communication or information covered by the attorney-client privilege or work
2 product protection, the parties may incorporate their agreement in the Protective
3 Order submitted to the Court.

4

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the right of
7 any person to seek its modification by the Court in the future or to seek other
8 appropriate relief.

9 13.2 Right to Assert Other Objections. No Party waives any right it
10 otherwise would have to object to disclosing or producing any information or item
11 on any ground not addressed in this Protective Order. Similarly, no Party waives
12 any right to object on any ground to use in evidence of any of the material covered
13 by this Protective Order.

14 13.3 Filing Protected Material. Without written permission from the
15 Designating Party or a court order secured after appropriate notice to all interested
16 persons, a Receiving Party may not file in the public record in this action any
17 Protected Material. Protected Material may only be filed under seal pursuant to
18 Federal Rule Of Civil Procedure 26(c)(1). The Designating Party will have the
19 burden to provide the Court with any information the Court deems necessary to
20 support the designation as Confidential Information or Highly Confidential
21 Information. A sealing order will issue only upon a request establishing that the
22 Protected Material at issue is privileged, protectable as a trade secret, or otherwise
23 entitled to protection under the law. If a request to file Protected Material under
24 seal is denied by the Court, then the Receiving Party may file the Protected
25 Material in the public record unless otherwise instructed by the Court.

26

27 14. FINAL DISPOSITION

28 Within 60 days after the final disposition of this action, as defined in
paragraph 4, each Receiving Party must return all Protected Material to the

1 Producing Party or destroy such material. As used in this subdivision, “all
2 Protected Material” includes all copies, abstracts, compilations, summaries, and
3 any other format reproducing or capturing any of the Protected
4 Material. Whether the Protected Material is returned or destroyed, the Receiving
5 Party must submit a written certification to the Producing Party (and, if not the
6 same person or entity, to the Designating Party) by the 60-day deadline that: (1)
7 identifies (by category, where appropriate) all the Protected Material that was
8 returned or destroyed; and (2) affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries, or any other format reproducing or
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
13 and trial exhibits, expert reports, attorney work product, and consultant and expert
14 work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 4 (DURATION).

17
18
19
20
21
22
23
24
25
26
27
28

ORDER

**PURSUANT TO THE TERMS OF THE ABOVE PROTECTIVE
ORDER, IT IS SO ORDERED.**

DATED: 6/21/21

/S/ CHARLES F. EICK
U.S. MAGISTRATE JUDGE

Submitted By:

/s/ kennan E. Kaeder
Kennan E. Kaeder, Attorney at Law
Attorneys for Plaintiffs/Counterdefendants

Approved as to form and content:

Rainey Law P.C.

/s/ Ingrid M. Rainey
Ingrid M. Rainey
Attorneys for Defendant/Counterclaimant

1
2
3
4
5 EXHIBIT A
6 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

7 I,
8
9
10
11
12
13
14
15
16
17

[full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and

understand the Protective Order that was issued by the Federal District Court For
The Central District Of California. I agree to comply with and to be bound by all
the terms of this Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court For The Central District Of California for the purpose of enforcing the terms
of this Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint

_____ [full name], of _____
[full address and telephone number] as my California agent for service of process in

1 connection with this action or any proceedings related to enforcement of this
2 Protective Order.

3 Date: _____

4 City and State where sworn and signed: _____

5 Printed name: _____
6 [printed name]

7 Signature: _____ [signature]
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28